

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SILVERCREST ASSET MANAGEMENT GROUP LLC		06/24/2013	LIMITED LIABILITY COMPANY: DELAWARE
SILVERCREST L.P.		06/24/2013	LIMITED PARTNERSHIP: DELAWARE
SILVERCREST GP LLC		06/24/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CITY NATIONAL BANK
Street Address:	555 S. Flower Street
Internal Address:	24th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2867737	SILVERCREST ASSET MANAGEMENT GROUP
Registration Number:	2784813	
Serial Number:	85095613	SILVERCREST TRUST COMPANY

CORRESPONDENCE DATA

Fax Number: 6173417701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6173417729
 Email: kschmidt@morganlewis.com
 Correspondent Name: Katarzyna Schmidt
 Address Line 1: 225 Franklin Street, 16th Floor

OP \$90.00 2867737

Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	06/28/2013

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement"), entered into as of June 24, 2013, is executed and delivered by the Persons listed on the signature pages hereof as a Grantor (each a "Grantor" and individually and collectively, and jointly and severally, the "Grantors"), and **CITY NATIONAL BANK**, a national banking association ("Lender"), in light of the following:

WITNESSETH:

WHEREAS, Silvercrest Asset Management Group LLC, a Delaware limited liability company ("Silvercrest"), Silvercrest Investors LLC, a Delaware limited liability company ("Investors"), Silvercrest Investors II LLC, a Delaware limited liability company ("Investors II"), and Silvercrest Financial Services, Inc., a New York corporation ("Financial Services", and together with Silvercrest, Investors and Investors II, collectively, the "Borrowers" and each, individually, a "Borrower"), and Lender are party to that certain Credit Agreement, dated as of June 24, 2013 (as amended, restated, supplemented or otherwise modified, renewed or extended from time to time, the "Credit Agreement"), among the Borrowers and the Lender;

WHEREAS, Silvercrest L.P., a Delaware limited partnership (the "Parent"), has executed and delivered that certain Guaranty, dated as of June 24, 2013 (as amended, restated, supplemented or otherwise modified, renewed or extended from time to time, the "Guaranty"), pursuant to which the Parent has unconditionally guaranteed the obligations of the Borrowers under the Credit Agreement;

WHEREAS, to secure their respective obligations under the Credit Agreement and the Guaranty, and in order to induce Lender to make the financial accommodations to the Borrowers as provided for in the Credit Agreement and the other Loan Documents, the Borrowers and the Parent have executed and delivered to Lender that certain Security Agreement, dated as of June 24, 2013 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified, renewed or extended from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, each Grantor is required to execute and deliver an intellectual property security agreement in favor of Lender with respect to any patent, trademark or copyright applied for, registered, acquired or otherwise held by such Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** Initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*. In addition, the following terms, as used in this Agreement, shall have the following meanings:

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (A) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I, (B) all renewals thereof, (C) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all

licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (D) the right to sue for past, present and future infringements and dilutions thereof, (E) the goodwill of each Grantor's business symbolized by the foregoing or connected therewith, and (F) all of each Grantor's rights corresponding thereto throughout the world.

"Trademark Licenses" means, with respect to any Person (the "Specified Party"), (A) any licenses or other similar rights provided to the Specified Party in or with respect to Trademarks owned or controlled by any other Person, and (B) any licenses or other similar rights provided to any other Person in or with respect to Trademarks owned or controlled by the Specified Party, in each case, including the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of Lender's rights under the Loan Documents.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- (a) all of its Trademark registrations and registrations referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

provided that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS, ETC. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

7. CHOICE OF LAW; JURISDICTION AND VENUE; JURY TRIAL WAIVER, DISPUTE RESOLUTION. EACH GRANTOR AND LENDER AGREE THAT THE PROVISIONS IN THE CREDIT AGREEMENT WITH RESPECT TO CHOICE OF LAW, JURISDICTION AND VENUE, JURY TRIAL WAIVER AND DISPUTE RESOLUTION ARE APPLICABLE TO THIS AGREEMENT AS IF FULLY SET FORTH HEREIN.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**SILVERCREST ASSET MANAGEMENT
GROUP LLC,**
a Delaware limited liability company

By: SILVERCREST L.P., a Delaware limited
partnership, its Managing Member

By: SILVERCREST GP LLC, a Delaware
limited liability company, its General
Partner

By: _____

Name: Scott A. Gerard

Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005060 FRAME: 0573

LENDER:


ACCEPTED AND ACKNOWLEDGED BY:

CITY NATIONAL BANK, a national
banking association

By: 
Name: Jennifer Velez
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Serial / Registration Number
Silvercrest Asset Management Group LLC (Applicant)	SILVERCREST TRUST COMPANY	85095613
Silvercrest Asset Management Group LLC (Registrant)	SILVERCREST ASSET MANAGEMENT GROUP	2867737
Silvercrest Asset Management Group LLC (Registrant)		2784813